

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

ALLIED PROPERTY AND CASUALTY  
INSURANCE COMPANY,

Plaintiff,

v.

TYLER SIMPSON,

Defendant.

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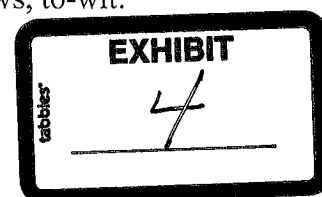
Cause No.: 4:14-cv-00948-JCH

**DEFENDANT TYLER SIMPSON'S IRREVOCABLE STIPULATION**  
**OF AMOUNT IN CONTROVERSY**

COMES NOW Defendant, **Tyler Simpson**, individually, and by and through his attorney, Pedroli & Gauthier, LLC, in order for there to be a sufficient basis for this cause to be dismissed, and for the, further, specific purposes of:

- (a) refuting plaintiff Allied Property and Casualty Insurance Company's assertion in its Complaint for Declaratory Judgment that the amount in controversy exceeds the sum of Seventy-five Thousand Dollars, exclusive of interest and costs, in order to meet the required jurisdictional amount for this Court to exercise original diversity jurisdiction in this cause pursuant to 28 U.S.C. 1332;
- (b) showing this Court that federal subject matter jurisdiction is lacking herein; and,
- (c) being forever bound by the statements and stipulations set forth below, including each and every term and condition herein;

and, in consideration thereof and in exchange for plaintiff Allied Property and Casualty Insurance Company's agreement not to oppose defendant's Motion to Dismiss, which is acknowledged by the undersigned to have value and constitute consideration herein, in connection herewith, Tyler Simpson and Pedroli & Gauthier, LLC, do HEREBY VOLUNTARILY AND IRREVOCABLY enter into this Stipulation of their OWN FREE WILL AND CHOICE, as follows, to-wit:



1. Defendant Tyler Simpson hereby irrevocably agrees that the amount of damages claimed by him against Allied Property and Casualty Insurance Company, including any statutory penalties and attorneys' fees, arising from the motor vehicle accident of March 16, 2013 is and will forever be less than Seventy-Five Thousand Dollars (\$75,000.00), exclusive of interest and costs.

2. Defendant Tyler Simpson hereby irrevocably agrees to the entry of an order of court (federal court and/or state court) which places an irrevocable cap upon the amount of damages which may be sought by, awarded to and/or collected by defendant Tyler Simpson against defendant Allied Property and Casualty Insurance Company in any action arising from the motor vehicle accident of March 16, 2013, whether now pending or filed in the future. This cap shall be set as Seventy-Five Thousand Dollars (\$75,000.00), exclusive of interest and costs.

3. Defendant Tyler Simpson agrees, acknowledges, and understands that this Stipulation is binding upon him and cannot be rescinded or revoked under any circumstance regardless of any developments, presently contemplated or otherwise, which may occur during the investigation, discovery, pretrial or trial of this action or any action arising from the motor vehicle accident of March 16, 2013, whether now pending or filed in the future.

**CAUTION: READ CAREFULLY BEFORE SIGNING**

\_\_\_\_\_  
Tyler Simpson, Defendant

STATE OF \_\_\_\_\_)

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SS

COUNTY OF \_\_\_\_\_)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**DANNA MCKITRICK, P.C.**

BY: \_\_\_\_\_  
**John F. Cooney, #32522MO**  
**Kevin E. Myers, #51838MO**  
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**ATTORNEYS FOR PLAINTIFF**

**PEDROLI & GAUTHIER, L.L.C.**

BY: \_\_\_\_\_  
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**ATTORNEYS FOR PLAINTIFF**